

**Amendment to the Interconnection Agreement
Between
MCImetro Access Transmission Services, LLC
and
Qwest Corporation
f.k.a. U S WEST Communications, Inc.
Nebraska**

This Amendment to the Interconnection Agreement ("Amendment") is made and entered into by and between Qwest Corporation f.k.a. U S WEST Communications, Inc. ("Qwest") and MCImetro Access Transmission Services, LLC ("MCI"). Qwest and MCI may be referred to collectively as the "Parties."

Recitals

WHEREAS, MCI and Qwest entered into an interconnection agreement for service in the state of Nebraska that was executed by both Parties on May 5, 2000 and approved by the Nebraska Public Service Commission ("Commission") on April 6, 2000 (the "Agreement"); and

WHEREAS, the Agreement contains certain terms and conditions addressing MCI's obligation to provide Qwest with forecasts for LIS interconnection trunks; and

WHEREAS, the Parties wish to amend, modify and supersede the LIS interconnection trunk forecasting provisions of the Agreement that are addressed in this Amendment and also incorporate the terms of this Amendment in future interconnection agreements between the Parties; and

WHEREAS, the Parties mutually seek to further modify and clarify the terms and conditions contained herein.

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency which is hereby acknowledged, the Parties agree as follows:

Amendment Terms.

The Parties agree that the terms contained in this Amendment will act to amend, modify and supersede the applicable terms regarding the provision of LIS trunk forecasts by MCI to Qwest currently contained in the Agreement. The terms contained in this Amendment may be incorporated into and become a part of any future interconnection agreement between the Parties whether negotiated, arbitrated, or arrived at through the exercise of Section 252(i) of the Telecommunications Act. Any inconsistencies between the provisions of this

Amendment and other provisions of the Agreement or future interconnection agreements described above will be governed by the terms of this Amendment, unless this Amendment is specifically and expressly superseded by a future amendment between the Parties.

1. Section 37, Network Planning and Management, is amended as follows:

The Parties shall establish joint forecasting responsibilities for traffic utilization over trunk groups. Intercompany forecast information must be provided by the Parties to each other two (2) times a year. The semi-annual forecasts shall include forecasted requirements for each trunk group identified in Exhibit A of this Amendment.

2. Section 37, Network Planning and Management, is amended to add the following new section entitled Forecast Format:

The form of forecast MCIIm currently uses is attached hereto and made a part hereof as Exhibit A, provided, however, MCIIm may, at its sole option, choose the form and format to submit its required forecast. It will be Qwest's responsibility to translate the submitted forecast data into the format Qwest requires. Qwest shall not require MCIIm to use Qwest's manual form, mechanized system, or otherwise impose restrictions upon the form and format of MCIIm's forecast submittal. MCIIm will not revise its form and format more often than once per year except upon mutual agreement of the Parties.

3. Section 37, Network Planning and Management, is amended to add the following new section entitled Forecast Updates:

MCIIm, at its sole option, may update forecast data between semi-annual forecasts by submitting a supplemental forecast for trunk utilization in the format it chooses. Qwest will incorporate such forecast supplement into the applicable semi-annual forecast to augment and plan for future trunk utilization.

Additional Terms and Conditions

4. This Amendment shall be filed with and is subject to approval by the Commission and shall be deemed effective upon approval of the Commission. Neither Party may seek a stay of the state Commission's approval of this Amendment or in any way seek to delay, postpone or interfere with the state Commission's approval of this Amendment as long as there are no changes imposed by the Commission in the Amendment as filed by the Parties, and the Parties will cooperate in the effort to obtain such state Commission approval.

5. Except as amended, modified or superseded herein, the provisions of the Agreement shall remain in full force and effect. Neither the Agreement nor this Amendment may be further amended or altered except by written instrument executed by an authorized representative of both Parties.
6. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
7. This Amendment may be executed in counterparts. Each counterpart will be considered an original and such counterparts together constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties intending to be legally bound, have executed this Amendment as of the dates set forth below.

**MCImetro Access Transmission
Services, LLC**

Authorized Signature

Name Printed/Typed

Title

Date

Qwest Corporation

Authorized Signature

L. T. Christensen

Name Printed/Typed

Director – Business Policy

Title

Date